

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		04/28/2010	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CHARLESBANK CAPITAL PARTNERS, LLC		
Street Address:	200 Clarendon Street		
Internal Address:	54th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2614277	WORLDSTRIDES	
Registration Number:	2643884	WORLDSTRIDES	
Registration Number:	2893245	CHRISTIAN DISCOVERIES	
Registration Number:	1705458	EFS	
Registration Number:	2327591	EFS CHRISTIAN DISCOVERIES	
Registration Number:	1528864	EFS EDUCATIONAL FIELD STUDIES, INC.	
Registration Number:	2149853	AMERICAN HIGH SCHOOL THEATRE FESTIVAL	
Registration Number:	3003906	AMERICAN HIGH SCHOOL THEATRE FESTIVAL	
Serial Number:	78473420	BOWL GAMES OF AMERICA	
Serial Number:	78473423	HF HERITAGE FESTIVALS	
Serial Number:	78387681	DISCOVER YOUR WORLD	
CORRESPONDENCE DATA			

900183577

TRADEMARK
 REEL: 004471 FRAME: 0001

OP \$290.00 2614277

Fax Number: (617)523-1231

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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ATTORNEY DOCKET NUMBER:

121423-177530

NAME OF SUBMITTER:

Robert M. Crawford

Signature:

/Robert M. Crawford/

Date:

02/08/2011

Total Attachments: 7

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NOTICE OF ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement") is effective as of April 28, 2010 (the "Effective Date"), by and among Lakeland Finance, LLC, a Delaware limited liability company (the "Company"), Wells Fargo Bank, National Association, a national banking association, as former collateral agent under the Indenture (as defined below) (the "Former Collateral Agent"), and Charlesbank Capital Partners, LLC, a Massachusetts limited liability company, as successor trustee and collateral agent under the Indenture ("Successor Trustee").

WITNESSETH:

WHEREAS, the Company, the Former Collateral Agent and the Guarantors (as defined herein) were parties to an Indenture dated as of December 15, 2005 (as amended, the "Indenture"), pursuant to which the Former Collateral Agent acted as trustee for the holders of certain of the Company's Senior Secured Notes (the "Holders");

WHEREAS, the Former Collateral Agent was a party to each of (i) the Security Agreement, dated as of December 15, 2005, among the Company, the other parties thereto and the Former Collateral Agent, as collateral agent (the "Collateral Agreement"); (ii) the Copyright Security Agreement, dated as of December 15, 2005, between the Company and the Former Collateral Agent, as collateral agent (the "Copyright Security Agreement"); (iii) the Trademark Security Agreement, dated as of December 15, 2005, between the Company and the Former Collateral Agent, as collateral agent (the "Trademark Security Agreement"); (iv) the Holdings Pledge Agreement, dated as of December 15, 2005, between Lakeland Holdings, LLC and the Former Collateral Agent, as collateral agent (the "Parent Pledge Agreement"); (v) the Pledge Agreement, dated as of December 15, 2005, between the Company and the Former Collateral Agent, as collateral agent (the "Company Pledge Agreement"); and (vi) the Lakeland Tours Pledge Agreement, dated as of December 15, 2005, between Lakeland Tours, LLC and the Former Collateral Agent, as collateral agent (the "Subsidiary Pledge Agreement" and, together with the Collateral Agreement, the Copyright Security Agreement, the Trademark Security Agreement, the Parent Pledge Agreement and the Company Pledge Agreement, the "Ancillary Agreements");

WHEREAS, on the Effective Date, the Former Collateral Agent resigned as trustee under the Indenture and the Holders appointed Successor Trustee as successor trustee under the Indenture; and

WHEREAS, the Company, the Former Collateral Agent and the Successor Trustee entered into that certain Assignment and Assumption Agreement, dated as of the Effective Date (the "Assignment Agreement"), pursuant to which the Former Collateral Agent transferred and assigned to the Successor Trustee all of the Former Collateral Agent's right, title and interest in, to and under the Ancillary Agreements from and after the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Former Collateral Agent, the Successor Trustee and the Company, and pursuant to the Assignment Agreement, the Former Collateral Agent, the Successor Trustee and the Company hereby provide notice that:

1. The Former Collateral Agent transferred and assigned, without representation, warranty or recourse, to Successor Trustee all of the Former Collateral Agent's right, title and interest in, to and under the Ancillary Agreements, including, without limitation, the Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation, each registration and application identified on Schedule A annexed hereto, to have and to hold the same unto Successor Trustee and its successors and assigns from and after the Effective Date.

2. The Former Collateral Agent, the Successor Trustee and the Company have entered into this Notice of Assignment of Security Interest in Trademarks for the purpose of recording the assignment of the security interest described herein with the United States Patent and Trademark Office. The assignment of the security interest is expressly subject to the terms and conditions of the Assignment Agreement and the Ancillary Agreements.

3. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ancillary Agreements, as applicable.

4. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature pages follow]

IN WITNESS WHEREOF, Company, the Former Collateral Agent and Successor Trustee have caused this instrument to be duly executed by its duly authorized representative as of the day and year above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as former collateral
agent under the Indenture

By: Raymond Delli Colli
Name: **Raymond Delli Colli**
Title: **Vice President**

CHARLESBANK CAPITAL
PARTNERS, LLC, as successor trustee
and collateral agent under the Indenture

By: _____
Name: _____
Title: _____

LAKELAND FINANCE, LLC

By: _____
Name: _____
Title: _____

Signature Page to Notice of Assignment of Security Interest in Trademarks

TRADEMARK
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IN WITNESS WHEREOF, Company, the Former Collateral Agent and Successor Trustee have caused this instrument to be duly executed by its duly authorized representative as of the day and year above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as former collateral
agent under the Indenture

By: _____
Name:
Title:

CHARLESBANK CAPITAL
PARTNERS, LLC, as successor trustee
and collateral agent under the Indenture

By: _____
Name:
Title:

LAKELAND FINANCE, LLC

By: James Gerber
Name: JAMES GERBER
Title: CFO

Signature Page to Notice of Assignment of Security Interest in Trademarks

IN WITNESS WHEREOF, Company, the Former Collateral Agent and Successor Trustee have caused this instrument to be duly executed by its duly authorized representative as of the day and year above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as former collateral
agent under the Indenture

By: _____
Name:
Title:

CHARLESBANK CAPITAL
PARTNERS, LLC, as successor trustee
and collateral agent under the Indenture

By: 
Name:
Title:

LAKELAND FINANCE, LLC

By: _____
Name:
Title:

Schedule A**Trademarks****U.S. Trademark Registrations**

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Lakeland Finance, LLC	WorldStrides & Design	2,614,277	09/08/2002
Lakeland Finance, LLC	WorldStrides	2,643,884	10/29/2002
Lakeland Finance, LLC	Christian Discoveries	2,893,245	10/12/2004
Lakeland Finance, LLC	EFS	1,705,458	08/04/1992
Lakeland Finance, LLC	EFS Christian Discoveries	2,327,591	03/14/2000
Lakeland Finance, LLC	EFS Educational Field Studies, Inc.	1,528,864	03/07/1989
Lakeland Finance, LLC	American High School Theatre Festival	2,149,853	04/07/1998
Lakeland Finance, LLC	American High School Theatre Festival	3003906	10/04/2005

Foreign Trademark Registrations

<u>HOLDER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Lakeland Finance, LLC	EFS	Canada	TMA426427	04/22/1994

U.S. Trademark Applications

<u>HOLDER</u>	<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Lakeland Finance, LLC	Bowl Games of America	78/473420	8/25/2004
Lakeland Finance, LLC	HF Heritage Festivals & Design	78/473423	8/25/2004
Lakeland Finance, LLC	Discover Your World	78/387681	03/19/2004

Foreign Trademark Applications

<u>HOLDER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Lakeland Finance, LLC	HF Heritage Festivals & Design	Canada	1248436	02/24/2005
Lakeland Finance, LLC	Bowl Games of America	Canada	1248435	02/24/2005

Trademark Licenses

<u>LICENSED MARKS</u>	<u>NAME OF AGREEMENT</u>	<u>PARTIES</u>	<u>DATE OF AGREEMENT</u>
None.			